

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: August 19, 2025**

☒ **Consent**

☐ Regular

## [ ] Workshop

**[ ] Public Hearing**

**Submitted By: Department of Airports**

## I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Stormwater Drainage Agreement (Agreement) with Closter Farms, Inc., (Closter) for stormwater drainage services for various County-owned facilities located on State Road 715 for a total not to exceed amount of \$51,387.75 for an initial term of five (5) years with the option to renew for one (1) additional five (5) year term at County's sole option.

**Summary:** The Agreement requires Closter to maintain equipment and facilities that provide stormwater drainage for the Palm Beach County Glades Airport, West County Pahokee Animal Care and Control Facility, and Duncan Padgett Park (County Properties). The prior Drainage Agreement (R2015-0074) expired on April 1, 2025. Closter requested to negotiate changes to clarify provisions included in the prior Drainage Agreement, delaying approval of a new agreement; however, Closter has continued to maintain the stormwater drainage facilities pending the approval of a new agreement. The term of the Agreement commences on August 19, 2025, and expires on August 18, 2030, with one (1) five (5) year option to renew at the County's sole option. The Agreement provides for payment in an amount not to exceed \$51,387.75 for drainage services provided from April 2, 2025, through August 18, 2030. Payments are made on an annual lump sum basis. The annual fee is apportioned between the Department of Airports, Public Safety, and Parks and Recreation. **Countywide (HJF)**

**Background and Justification:** Closter leases property from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the east and south of the County Properties. Stormwater from the County Properties is discharged into the 715 Farms System Drainage Canal. The Agreement requires Closter to maintain the drainage facilities, including the pumping stations, serving its leasehold property as well as the County Properties.

**Attachments:**

1. Agreement (3) (w/ Exhibits A, B & C)

**Recommended By:**

**Department Director**

7/24/25  
Date

Date \_\_\_\_\_

**Approved By:**

Assistant County Administrator

Date \_\_\_\_\_

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$12,013	\$9,136	\$9,593	\$10,072	\$10,575
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$12,013	\$9,136	\$9,593	\$10,072	\$10,575
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No       
Does this item include the use of federal funds? Yes      No X  
Does this item include the use of state funds? Yes      No X

Airports Budget Account No: Fund 4100 Department 120 Unit 2240  
Object 4605 Reporting Category                     

Public Safety Budget Account No: Fund 0001 Department 660 Unit 2200  
Object 3401 Reporting Category                     

Parks & Recreation Budget Account No: Fund 0001 Department 580 Unit 5521-06  
Object 3401 Reporting Category                     

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Agreement requires an annual lump sum payment for drainage services. The term of the Agreement commences on August 19, 2025; therefore, each contract year commences on August 19 and ends on August 18 of the subsequent calendar year. The fiscal impact above assumes payment for drainage services prior to September 30<sup>th</sup> of each fiscal year based the Schedule of Annual Charges set forth in the Agreement. Fiscal year 2025 includes \$3,313.76 for the period commencing on April 2, 2025, and ending on August 18, 2025, plus the payment for the first year of the initial term in the amount of \$8,699.25 for a total payment amount of \$12,013.01.

C. Departmental Fiscal Review: Webb Duncanson

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

John Mark 7/29/2025  
LK 7/29 OFMB 7/29  
OS 7/29 YS 7/29

Brenda Znachko  
Contract Dev. and Control  
7/29/25

OS 7/31/25

B. Legal Sufficiency:

[Signature] 7/31/25  
Assistant County Attorney

C. Other Department Review:

[Signature]  
Department Director (Parks & Recreation)

[Signature]  
Department Director (Public Safety)

STORMWATER DRAINAGE AGREEMENT

THIS DRAINAGE AGREEMENT ("Agreement") is made and entered into August 19, 2025 by and between Palm Beach County, a political subdivision of the state of Florida ("County"), and Closter Farms, Inc., a Florida corporation, having its office and principal place of business at One North Clematis Street, Suite 200, West Palm Beach, Florida 33401 ("Closter").

WITNESSETH:

WHEREAS, County, by and through its departments listed below, owns and operates the following facilities on approximately 231.98 acres of land (more or less) in Sections 25, 26, 35, and 36, Township 42 South, Range 36 East, Palm Beach County, Florida (hereinafter collectively referred to as the "County Facilities"):

COUNTY DEPARTMENT	FACILITY	ACRES
Department of Airports	Palm Beach County Glades Airport ("Airport")	210.62
Department of Public Safety	West County Pahokee Animal Care & Control Facility ("AC&C Facility")	2.00
Department of Parks & Recreation	Duncan Padgett Park & support facilities ("Park")	19.36
TOTAL ACRES:		231.98

and

WHEREAS, Closter operates a farm immediately east and south of the Airport subject to Agriculture Lease No. 3420 dated October 20, 1995, as amended, from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, which is effective until April 1, 2045 (the "State Lease"), pursuant to which Closter is responsible for operating a pumping station and other facilities in order to provide appropriate drainage of its farm lands; and

WHEREAS, excess stormwater drains from the County Facilities onto the farm operated by Closter, and, Closter agrees to provide drainage services to the County for the excess stormwater from the County Facilities; and

WHEREAS, Closter provided similar drainage services pursuant to a Drainage Agreement dated June 23, 2015 (R2015-0774, as amended) (Original Agreement), which expired April 1, 2025; and

WHEREAS, Closter continued to provide drainage services in accordance with the Original Agreement on and after April 1, 2025, through August 18, 2025, in good faith while the parties negotiated the terms and conditions of this Agreement, entitling Closter to compensation for such continued services ("Transition Period Payment"); and

WHEREAS, County and Closter wish to enter into a new agreement under which Closter will continue to provide drainage services in return for payment of an annual fee by County.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

(1) This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners on August 19, 2025 (the "Effective Date"). The term of this Agreement shall commence on the Effective Date and extend for a period of five (5) years, expiring on August 18, 2030 (the "Initial Term"). At the end of the Initial Term, so long as County is not in default of any material term, covenant or condition of the Agreement, County shall have the option to renew this Agreement (the "Renewal Option") for an additional period of five (5) years through April 18, 2035 (the "Renewal Term"). County shall exercise its Renewal Option, if at all, by written notice to Closter not less than sixty (60) days prior to the expiration of the Initial Term, whereupon this Agreement shall be renewed for the Renewal Term on the same terms and conditions. Failure of County to duly and timely exercise its Renewal Option shall be deemed to be a waiver of County's right to the Renewal Option. Notwithstanding the foregoing, the parties acknowledge and agree this Agreement is contingent upon the continued existence of the State Lease; in the event the State Lease is terminated, Closter may terminate this Agreement upon ninety (90) days prior written notice to County whereupon the parties shall be relieved of all obligations under this Agreement.

(2) County shall pay to Closter the Transition Period Payment and annual sum listed in Exhibit "A" (the "Schedule of Annual Charges") for each year of the Initial Term and the Renewal Term, if the Renewal Option is exercised. Closter shall invoice County for each payment required hereunder and County shall pay to Closter within forty-five (45) days of receipt of Closter's invoice; failure by Closter to invoice each annual payment shall not excuse County's obligation to pay in a timely manner. Invoices shall be mailed to the Department of Airports at the address in Section 9 and the Department of Airports shall collect the proportional share of costs from the Department of Public Safety and the Department of Parks & Recreation, which shall be divided among the County Facilities as depicted in Exhibit "A". No sales or use tax shall be charged since County is a tax-exempt entity.

(3) The annual payment referenced in Section 2 above shall be the total consideration due from County for Closter providing drainage services to the County Facilities. Closter shall, at its sole cost and expense, be responsible for operating the pumping stations and other facilities necessary to provide excess drainage services as provided for herein.

(4) County shall not cause nor allow to occur any change in the drainage rate or characteristics of the land that would substantially increase the amount of stormwater discharged from the County Facilities without the prior written consent of Closter, which consent shall not be unreasonably withheld, and County agrees that if it causes such increases or allows same to occur, that County will pay an additional reasonable fee, acceptable to both parties, over and above the annual sum specified in Section 2 above, equal to Closter's increase in costs resulting from its additional efforts to drain County Facilities.

(5) County acknowledges it is aware of the pumping capacity of the pumping stations in operation by Closter; County is aware of the drainage characteristics of the County Facilities; that Closter will not be required, for the purposes of fulfilling its obligations under this Agreement, to increase the present capacity of the pumping system; and that if the County Facilities become flooded as result of rainfall so high in rate or duration as to exceed the current capacity of the then-current pumping system to keep the County Facilities properly drained when said pumping system is properly managed, Closter shall not be liable for any damages whatsoever resulting from such rainfall. For purposes of this Section and Sections 6 and 7, it is agreed that "Closter" refers to Closter itself and to its affiliates.

(6) Nothing herein shall be construed to impose upon Closter any responsibility or liability relating to the quality of water on, under, leaving, or flowing from County Facilities or relating to compliance with any environmental requirements applicable to the County Facilities. County expressly agrees that it shall be responsible for and shall comply with all federal, state, regional, and local laws, regulations, water quality standards, and ordinances protecting the environment and natural resources, and County shall secure any all approvals and permits, and shall properly make all necessary notifications, as may be required by any and all governmental agencies having jurisdiction over the County Facilities.

(7) Closter agrees as follows:

A. Closter shall, at its sole cost and expense, maintain the pumping stations and/or all other associated facilities necessary to provide adequate drainage of the County Facilities in good and adequate condition at all times during the Term of this Agreement.

B. If, at any time, Closter becomes aware of the failure of the pumping facilities or associated facilities which will affect the ability of said facilities to adequately drain excess water from the County Facilities, Closter shall: (a) notify the Department of Airports that said facilities are not operating properly; and (b) promptly take, at its sole cost and expense, whatever action is necessary to bring said facilities into proper operating condition. Notwithstanding the foregoing, the parties acknowledge and agree that, during periods of severe weather, the pumping stations and associated facilities may fail although they have been maintained in accordance with the requirement of this Agreement, and Closter shall be required make reasonable efforts to remedy the cause failure as soon as reasonably practicable under the circumstances.

(8) Closter may terminate this Agreement if County defaults in the performance of any term or covenant herein or fails to comply with any environmental requirement as provided hereinabove and County fails to remedy such defect or noncompliance for a period of ninety (90) days after receipt from Closter of written notice to remedy same; provided, however, no termination shall be of any force or effect if County shall have remedied the default or non-compliance prior to the expiration of the ninety (90) day period. In the event this Agreement is terminated prior to the end of the Initial Term or any Renewal Term hereunder, Closter shall refund to County a pro-rata share of the advance payment made by County (pursuant to Section 2 above)

for the annual period during which the Agreement is terminated. Closter shall make said return of advanced funds not later than forty-five (45) days following termination of this Agreement.

(9) All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national delivery service, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses shall constitute binding notice given to such party:

To County:  
Palm Beach County Department of Airports  
Attn.: Director of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406

With a copy to:  
Palm Beach County Attorney's Office  
Attn.: Airport Real Estate Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401-4791

To Closter:  
Closter Farms, Inc.  
Attn.: General Counsel  
One North Clematis Street, Suite 200  
West Palm Beach, Florida 33402

With a copy to:  
Closter Farms, Inc.  
Attn.: Benjamin Sadler  
P.O. Box 3435  
West Palm Beach, Florida 33402

(10) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

(11) Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

(12) This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except in writing signed by all of the parties hereto.

(13) The parties' warranties, agreements, covenants, and representations set forth in this Agreement shall not be merged and shall survive consummation of the transaction contemplated by this Agreement.

(14) No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

(15) No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations, drafting, and redrafting of this document to arrive at a

final agreement. Thus, the terms of this Agreement shall not be strictly constructed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

(16) Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Closter warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered a default of this Agreement.

(17) Closter shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "B" attached hereto, as such requirements may pertain to Closter's provision of drainage services provided hereunder.

(18) Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Closter, its officers, agents, employees and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

(19) This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

(20) No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Closter.

(21) As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Closter certifies that it has not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, Florida Statutes. Pursuant to Section 287.135(3)(b), Florida Statutes, if Closter is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(22) Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable for failure to perform any of its obligations under this Agreement in the event it is

prevented from so performing by an event of force majeure, including, strike, lockout, breakdown, accident, weather, order or regulation of, or by, any governmental authority, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control. Where there is an event of force majeure, the party prevented or delayed in performing its obligations under this Agreement must within a reasonable time after cessation of the event of force majeure notify the other party in writing of the particulars of the event of force majeure preventing or delaying the performance of its obligations under this Agreement. The nonperforming party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance of this Agreement and to fulfill its obligations under this Agreement to the extent provided for in this Agreement. Upon completion of the event of force majeure, the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement. An event of force majeure shall not relieve a party from liability for an obligation which arose before the occurrence of that event, nor shall that event affect the obligation to pay amounts due under this Agreement in a timely manner.

(23) Closter warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Closter has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(24) This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or the State of Florida, and their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto.

Notwithstanding any provision of this Agreement to the contrary, Concessionaire agrees it shall comply with all Grant Obligations applicable to Concessionaire by virtue of this Agreement. County agrees to provide Concessionaire with written notice of any new or amended Grant Obligations, which modify Concessionaire's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

{Remainder of this page intentionally left blank.}



IN WITNESS WHEREOF, County and Closter have executed this Agreement as of the day and year first above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida by its  
Board of County Commissioners

By: \_\_\_\_\_

By: \_\_\_\_\_  
Maria G. Marino, Mayor

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Director, Department of Airports

Signed, sealed and delivered in the  
presence of two witnesses for Closter:

\_\_\_\_\_  
Signature  
Alexa Mickler  
\_\_\_\_\_  
Typed or Printed Name  
B. L. Soder  
\_\_\_\_\_  
Signature  
Benjamin L. Soder  
\_\_\_\_\_  
Typed or Printed Name

CLOSTER FARMS, INC.

By: \_\_\_\_\_  
Signature  
Armando A. Tabernilla  
\_\_\_\_\_  
Typed or Printed Name  
Vice President  
Title: \_\_\_\_\_

(SEAL)



**EXHIBIT “A”  
SCHEDULE OF ANNUAL CHARGES**

**TRANSITION PERIOD PAYMENT – April 2, 2025 – August 18, 2025 (139 days)**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	COST
Department of Airports	Airport	\$37.50	210.62	\$3,007.96
Department of Public Safety	AC&C Facility	\$37.50	2.00	\$29.19
Department of Parks & Recreation	Park	\$37.50	19.36	\$276.61
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$3,313.76</b>

**INITIAL TERM**

**Initial Term Year One (1) August 19, 2025 – August 18, 2026**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$37.50	210.62	\$7,898.25
Department of Public Safety	AC&C Facility	\$37.50	2.00	\$75.00
Department of Parks & Recreation	Park	\$37.50	19.36	\$726.00
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$8,699.25</b>

**Initial Term Year Two (2) August 19, 2026 – August 18, 2027**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$39.38	210.62	\$8,294.22
Department of Public Safety	AC&C Facility	\$39.38	2.00	\$78.76
Department of Parks & Recreation	Park	\$39.38	19.36	762.40
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$9,135.37</b>

**Initial Term Year Three (3) August 19, 2027 – August 18, 2028**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$41.35	210.62	\$8,708.93
Department of Public Safety	AC&C Facility	\$41.35	2.00	\$82.70
Department of Parks & Recreation	Park	\$41.35	19.36	\$800.54
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$9,592.16</b>

**Initial Term Year Four (4) August 19, 2028 – August 18, 2029**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$43.42	210.62	\$9,144.37
Department of Public Safety	AC&C Facility	\$43.42	2.00	\$86.84
Department of Parks & Recreation	Park	\$43.42	19.36	\$840.61
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$10,071.82</b>

**EXHIBIT "A"**  
**SCHEDULE OF ANNUAL CHARGES (Cont'd)**

**Initial Term Year Five (5) August 19, 2029 – August 18, 2030**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$45.59	210.62	\$9,601.59
Department of Public Safety	AC&C Facility	\$45.59	2.00	\$91.18
Department of Parks & Recreation	Park	\$45.59	19.36	\$882.62
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$10,575.39</b>

**RENEWAL TERM**

**Renewal Term Year One (1) August 19, 2030 – August 18, 2031**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$47.87	210.62	\$10,081.67
Department of Public Safety	AC&C Facility	\$47.87	2.00	\$95.74
Department of Parks & Recreation	Park	\$47.87	19.36	\$926.76
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$11,104.42</b>

**Renewal Term Year Two (2) August 19, 2031 – August 18, 2032**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$50.26	210.62	\$10,585.75
Department of Public Safety	AC&C Facility	\$50.26	2.00	\$100.52
Department of Parks & Recreation	Park	\$50.26	19.36	\$973.03
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$11,659.31</b>

**Renewal Term Year Three (3) August 19, 2032 – August 18, 2033**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$52.77	210.62	\$11,115.31
Department of Public Safety	AC&C Facility	\$52.77	2.00	\$105.54
Department of Parks & Recreation	Park	\$52.77	19.36	\$1,021.63
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$12,242.48</b>

**Renewal Term Year Four (4) August 19, 2033 – August 18, 2034**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$55.41	210.62	\$11,671.08
Department of Public Safety	AC&C Facility	\$55.41	2.00	\$110.82
Department of Parks & Recreation	Park	\$55.41	19.36	\$1,072.74
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$12,854.63</b>

**EXHIBIT “A”**  
**SCHEDULE OF ANNUAL CHARGES (Cont’d)**

**Renewal Term Year Five (5) August 19, 2034 – August 18, 2035**

COUNTY DEPARTMENT	FACILITY	COST PER ACRE	ACRES	ANNUAL COST
Department of Airports	Airport	\$58.18	210.62	\$12,254.33
Department of Public Safety	AC&C Facility	\$58.18	2.00	\$116.36
Department of Parks & Recreation	Park	\$58.18	19.36	\$1,126.36
		<b>TOTAL:</b>	<b>231.98</b>	<b>\$13,497.36</b>

**Exhibit “B”**  
**Federal Contract Provisions**

**FEDERAL CONTRACT PROVISIONS**

**A. Title VI Clauses for Compliance with Nondiscrimination Requirements.**

During the performance of this Agreement, Tenant, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: Tenant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Tenant of Tenant’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Tenant under this Agreement until Tenant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Tenant, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

1. Tenant for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant will use the Tenant Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the Tenant Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

**D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.**

Tenant for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

**E. Airport Concession Disadvantaged Business Enterprises (“ACDBE”).**

This Agreement may be subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Tenant agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Tenant agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**F. General Civil Rights Provision.**

Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

EXHIBIT "C"

NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Closter Farms, Inc., ("Closter") and attest that Closter does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

B. L. Sadler  
(signature of officer or representative)

Benjamin L. Sadler, Assistant Sec'y  
(printed name of officer or representative)

State of FL

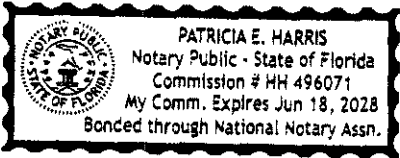
County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 25th day of June, 2025, by Benjamin L. Sadler.

Personally known ☒ OR produced identification ☐.

Type of identification produced \_\_\_\_\_

[Signature]  
NOTARY PUBLIC  
My Commission Expires:  
State of FLORIDA at large



(Notary Seal)